

*Agreement for T+E**services between James
Livingston of SA+G and*

NEGOTIATED CONTRACT

T NO.

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Smith, Hinchman & Grylls Associated, Inc.
455 West Fort Street
Detroit, Michigan 96226

*of CIA
18 December 1982*

CONTRACT FOR: See Schedule

AMOUNT: See Schedule

PERFORMANCE PERIOD: See Schedule

ADMINISTRATIVE DATA:

This contract is entered into by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a corporation headquartered in the State of Michigan, hereinafter called, the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all submissions and perform all the services set forth in the attached Schedule issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and the General Provisions. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

THE UNITED STATES OF AMERICA

BY _____

TITLE _____

DATE _____

*This Agreement
is subject to
approval of the
Director of Central
Intelligence*

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James R. Livingston

CERTIFICATE

I, _____, certify that I am
_____ of the Corporation named as Contractor
herein; that _____, who signed this contract on behalf
of the Contractor, was then _____ of said
Corporation; that said contract was duly signed for and in behalf of said
Corporation by authority of its governing body, and is within the scope of its
Corporate powers.

(Corporate Seal)

SCHEDULE

PART I - SCOPE OF WORK

The Contractor shall in the performance of the Statement of Work, which is attached hereto and made a part of this contract, furnish all facilities, materials, travel, and personnel needed to provide required services of deliverables.

PART II - PLACE OF PERFORMANCE

The principal places of performance shall be at the Contractor's offices located in Detroit, Michigan and at the Government facility located in McLean, Virginia.

PART III - PERIOD OF PERFORMANCE

The period of performance for this contract shall be from ~~30~~ December 1982 through ~~30~~ **JUNE** 1984 for the design increments and ~~30~~ **SEP** 1984 through ~~15~~ **DECEMBER** 1987 for the construction increments.

PART IV - TYPE OF CONTRACT AND COMPENSATION

This is a Fixed Price Contract with a potential award, for architectural and engineering services.

PART V - DELIVERABLE ITEMS

Detailed descriptions of deliverable items are included in the STATEMENT OF WORK. Deliverable items are to be provided under each Increment of work, during the described period of time and for the price indicated as follows:

- A. Increment No. 1, "Schematic Design," in the amount of NINE HUNDRED AND FIFTY THOUSAND DOLLARS (\$950,000) shall be completed in two phases, concept schematics to be completed on 15 March 1983 and final schematics to be completed on 22 April 1983.

This submission shall include preparation, presentation, planning, design, and related documents for:

1. Headquarters Building
2. Power House Revisions and Additions
3. Site Development Work
 - (a) Specifically associated with each facility
 - (b) For general site features
4. Parking Deck
5. Visitor Center

- B. Increment No. 2, "Preliminary Design," in the amount of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) shall be completed in a period of twenty (20) calendar weeks after notice to proceed and shall include preparation and presentation of submission of the preliminary designs and related documents for:

1. Headquarters Building
2. Power House Revisions and Additions
3. Site Development Work
 - (1) Specifically associated with each facility
 - (2) For general site features
4. Parking Deck
5. Visitor Center

- C. Increment No. 3, "Construction Documents," in the amount of four MILLION two HUNDRED AND FIFTY THOUSAND DOLLARS (4,250,000) shall be completed in a period of thirty-six (36) calendar weeks after notice to proceed and shall include drawings, specifications, and other documentation and other related information suitable and appropriate for GSA to competitively bid and contract for construction on a lump sum basis.

1. Headquarters Building
2. Power House Revisions and Additions
3. Site Development Work
4. Parking Deck
5. Visitor Center

- D. Increment No. 4, "Office Layout," in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) shall be completed in fifty-two (52) calendar weeks after Notice to Proceed and shall include preparation and submission of designs of office layouts and related information.

E. Increment No. 5, "Construction Administration," shall be divided into two segments:

1. Contractor shall provide all post construction contract services. These relate to consultants, shop drawings, record documents, and O&M manuals. The Contractor shall be reimbursed for actual and reasonable costs up to a maximum of 1,900,000. All reimbursable costs described above will be subject to Government audit for reasonableness and allocability and in accordance with DAR. The price of 1,900,000 includes all overhead, G & A, and profit.

This work to be completed by 15 December 1987.

2. Contractor to provide on-site construction supervision-completed by 15 December 1987.

With respect to on-site supervision, a sum of 1,000,000 is allotted for this service. The Contractor shall be reimbursed for services provided on the following basis--the salary of the individual employee plus overhead, G&A, and profit.

The profit shall be fixed at ten percent (10) profit on labor not other costs. The overhead, G&A, and salaries shall be subject to Government audit and subsequent negotiation for reasonableness and fairness. The Government reserves the right to select the individuals to perform the on-site construction supervision.

Materials, travel and other significant costs attributed to on-site supervision shall be reimbursed at actual cost to the Contractor and subject to Government audit. No other charges nor profit on the above items shall be reimbursed by the Government.

PART VI - CONSIGNEE

All administrative matters pertaining to this contract shall be sent directly to the Contracting Officer. All deliverable items herein required shall be sent to the Central Intelligence Agency, Building Planning Staff, or to such other location designed by the Contracting Officer.

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PART VIII - SUBCONTRACT AND CONSULTANTS

All subcontractors and consultants used other than those specifically agreed to during negotiation leading to this contract shall be approved in advance by the Contracting Officer. Accordingly, the Contractor shall request such approvals citing name, period of use, amount involved, and justification.

PART IX - OWNERSHIP AND REVIEW OF DATA

All internal documents, specifications, drawings, manufacturing details, analyses, and studies carried out under this effort shall be available for Government review at Government's option.

All deliverable documentation contracted for under the current STATEMENT OF WORK shall become the property of the U.S. Government. It is understood and agreed that the Contractor has no objection to the Government's official use of any information so delivered or produced except for that data provided with restricted or limited rights pursuant to DAR 7-104.9(a) and 7-104(b).

PART X - WAIVER OF REQUIREMENTS

Notwithstanding the requirements of any of the clauses or provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find the requirements of any of the clauses or provisions, are in conflict with security instructions issued to the Contractor by the Contracting Officer or his authorized representative for security matters, the Contractor shall bring the matter to the attention of the duly authorized representative for security matters who shall (1) modify or rescind such security requirements, or (2) the Contracting Officer shall issue to the Contractor written instructions concerning compliance with the requirements of the clauses or provisions conflicting with such security requirements. Any waiver or compliance with the clauses or provisions of this contract issued by the Contracting Officer shall be in writing.

PART XI - GOVERNMENT RIGHTS (UNLIMITED)

The Government shall have unlimited rights to all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Architect-Engineer. The Architect-Engineer hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws.

PART XII - METHOD OF PAYMENT

- A. Estimates shall be made monthly of the amount and value of the work and services performed by the Architect-Engineer under this contract. These estimates shall be prepared by the Architect-Engineer and accompanied by such supporting data as may be required by the Contracting Officer.
- B. Upon approval of such estimate by the Contracting Officer, payment shall be made to the Architect-Engineer as soon as practicable of 90 percent of the amount as determined above, less all previous payments; provided, however, that payment may be made in full during any month or months in which the Contracting Officer determines that performance has been satisfactory. Also, whenever the Contracting Officer determines that the work is substantially complete and that the amount of retained percentages is in excess of the amount considered by him to be adequate for the protection of the Government, he may at his discretion release to the Architect-Engineer such excess amount.
- C. Upon satisfactory completion by the Architect-Engineer and acceptance by the Contracting Officer of the work done by the Architect-Engineer, the Architect-Engineer will be paid the unpaid balance of any money due for work under said statement, including retained percentages relating to that portion of the work. In the event that the Government exercises for award the increment for post construction contract services, progress payments as provided for in (A) and (B) above will be made for that portion of the contract work. Upon satisfactory completion of the construction work and its final acceptance, the Architect-Engineer shall be paid the unpaid balance of any money due hereunder.
- D. Prior to final payment for any increment under the contract, or prior to settlement upon termination of the contract, and as a condition precedent thereto, the Architect-Engineer shall execute and deliver to the Contracting Officer, a release of all claims against the Government arising under or by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Architect-Engineer from the operation of the release in stated amounts to be set forth therein.

PART XIII - DESIGN WITHIN FUNDING LIMITATIONS

- A. The Architect-Engineer shall accomplish the design services required under this contract so as to permit the award of a contract, ^{bidding} ~~pursuant to standard GSA procedures~~, for the construction of the facilities designed at a price that does not exceed by more than 5 percent the estimated construction contract price set forth in this contract. When bids or proposals for the construction contract are received which exceed by more than 5 percent such estimated price, the Architect-Engineer shall perform such redesign and other services as are necessary to permit contract award within such funding limitation. These additional services shall be performed at no increase in the price of this contract.
- B. The Architect-Engineer will promptly advise the Contracting Officer if

he finds that the project being designed will exceed or is likely to exceed the funding limitations and he is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Architect-Engineer's revised estimate of construction cost. The Contracting Officer may, if he determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth elsewhere in the contract, or he may adjust such estimated construction contract price. When bids or proposals are not solicited or when they are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate will be used in lieu of bids or proposals to determine compliance with the funding limitation.

PART XIV - ARCHITECT-ENGINEER CONTRACTOR'S REVIEW

The Contractor shall provide to the Government at the review conference or at the end of the review period established for each submittal of design documents written review comments on the submittal as made by the Government to the Contractor. In addition, the Contractor's own comments shall be the result of an independent review by the Contractor's own forces or some other capable organization retained by the Contractor. These comments will be compared by the Government with those generated by the Government's review and used as a gauge as to the quality of the submittal, the quality of the Contractor's coordination and quality of cost control.

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PART XVI - NOTICE TO PROCEED

The Contracting Officer will at the time of award of each Increment of this contract give a verbal notification of his intent to proceed with specific increments of work or parts thereof. Each Notice to Proceed will be formally confirmed in writing by the Contracting Officer. A Notice to Proceed for any Increment or parts thereof subsequent to the initial award of contract will depend on the availability of additional funding.

PART XVII - AUTHORITY OF GOVERNMENT EMPLOYEES

The Contracting Officer is the only employee of the Government authorized to enter into contracts, amendments or to direct changes pursuant to the "Changes" clause or other clauses hereunder permitting equitable adjustments affecting the contract price. Consequently, the Contracting Officer is the only employee of the Government who is authorized to commit Government funds pertaining to the execution of this contract. Unless otherwise specified herein, no other employee of the Government has the authority to initiate a course of action affecting the price of this contract. Should any action by an employee of the Government, other than the Contracting Officer, imply a commitment on the part of the Government which would effect the price of this contract, the Contractor must notify the Contracting Officer and receive his approval prior to proceeding. Otherwise, the Contractor proceeds at his own risk.

PART XVIII - CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- A. The Contracting Officer may appoint a Government employee as the Contracting Officer's Technical Representative (COTR) for technical purposes applicable to this contract. Technical is restricted to scientific engineering, or field-of-discipline matters directly applicable to the work performed by the Contractor under the

requirements of this contract.

- B. The appointment shall be in writing, signed by the Contracting Officer and shall set forth the authority granted to and the limitations on the COTR. Two copies of the Letter of Appointment shall be provided to the Contractor who shall acknowledge receipt of the appointment letters in writing without delay. Such signing shall represent the Contractor's acknowledgement of the limited authority of the COTR.

PART XIX - SECURITY REQUIREMENTS

- A. The attachments are incorporated herein by reference and made a part of this contract.
- B. Contractor personnel are required to participate in the Industrial Polygraph Program (IPP) of the Government, as required by the security representative of the Government.
- C. In the event the work called for hereunder requires Contractor's employee(s) to have unescorted access to the Agency facilities, such access will be subject to the Contractor's employee(s) receiving a Top Secret Industrial Security Staff Approval (TS/ISSA). A TS/ISSA is based upon a full field investigation and a polygraph interview. The polygraph is a condition precedent to the issuance of a TS/ISSA and is treated as an integral part of the Agency's investigative process. The polygraph will be repeated every five years if the need for a TS/ISSA continues. Any questions that the Contractor may have on the applicability of this clause should be addressed to the Contracting Officer's Security Representative.
- D. Cleared Personnel. It is in the best interest of the Government and the Program security to have qualified Contractor personnel serve on a continuing basis. Accordingly, Contractor is to provide as part of the Monthly Status Report a list of all Contractor personnel cleared for the program.

PART XX - KEY PERSONNEL

- A. It is understood and agreed that the Contractor shall assign the principal persons cited in Contractor's Form 254.
- B. The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification of at least thirty (30) calendar days to the Contracting Officer and shall submit justification (including proposed substitutes) in sufficient detail to permit evaluation of the impact on the program. No deviation from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer; provided that the Contracting Officer may ratify in writing such deviation and such ratification shall constitute the consent of the Contracting Officer required by this clause.

PART XXI - ADDITIONS

The Contractor agrees to the STATEMENT OF WORK without exception or qualifications.

The Government does not accept any caveats presented in the proposal except as noted below:

PART XXI - GENERAL PROVISIONS

The attached Architect-Engineer General Provisions, incorporated herein by reference are made a part of this contract.

References to other Government agencies and/or individuals of Government agencies shall be deleted and "Contracting Officer" shall be substituted in lieu thereof.